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Ellis *Am*

Stamps in title

HISTORY

OF THE

REDMAN FARM.

Canton

1870.

PRINTED BY WILLIAM BENSE. — NO. 8 CONGRESS SQUARE,
BOSTON

PLAN OF THE BEDFORD FARM

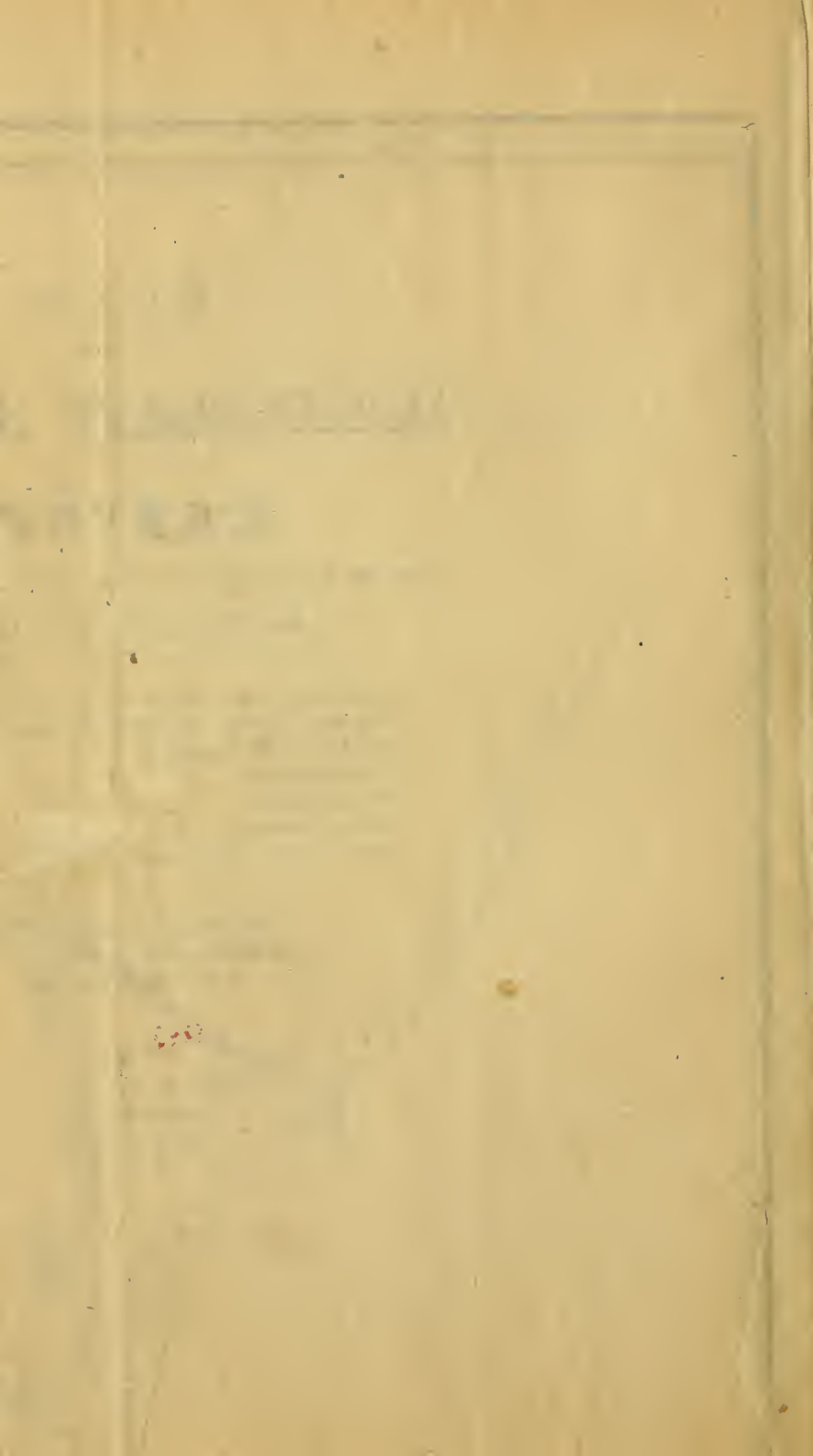
CANTON.

Now owned except the French Estate and Robert Tuckers Lot by
HENRY L. PIERRE ESQ.

Eight William Tucker Estates including the lot between the
Old Brook and the Agricultural Channel p.
Fishers Pond Pasture 11 1/2
Horton Estate 8 1/2
French Estate 9 1/2
Robert Tuckers Lot 3 1/2
Total 32 1/2 Acres 25 Rods

Surveyed July and August 1870 by
FREDERIC ENDICOTT
Scale 11 Rods to an inch





HISTORY
OF THE
REDMAN FARM,

SO CALLED,

And of the Title thereto,

Situate in Canton, Norfolk County.

Massachusetts.

NOW MOSTLY OWNED BY

HENRY L. PIERCE, Esq.

OF BOSTON.

COMPILED BY

ELLIS L. JAMES.

1870.

PRINTED BY WILLIAM BENSE, — NO. 8 CONGRESS SQUARE,
BOSTON.

H L E



HISTORY

OF THE

REDMAN FARM.

THE REDMAN FARM, so called, is situated near the Eastern boundary of the territory that was formerly called the New Grant, in the town of Dorchester, Massachusetts. Afterwards, on Dec'r 19, 1715, that territory was incorporated into a new precinct or parish, and called Dorchester South Precinct. Afterwards that territory, except what, in 1724, was set off to Wrentham, was, on 22d Dec'r, 1726, incorporated into a new town by the name of Stoughton; and the farm is in the Easterly part of that portion of the old town of Stoughton that was set off and on Feb'y 23, 1797, incorporated into a new town by the name of Canton.

This farm is, of course, a small fraction of the territory described in the Colonial and Provincial Charters of Massachusetts, granted by the Kings of England, the former in 1628, and the latter in 1691, but which latter arrived here and went into effect in May 1692.

Dorchester, in 1636, extended Southerly only as far as the top of Blue Hill; but by order of the General Court, on November 20, 1637, it was extended to the bounds of the Colony of Plymouth; and thereby what is now Canton, Stoughton, Sharon, Foxborough and a large portion of Wrentham, Southerly to the line of Plymouth Colony, was granted to and made part of Dorchester. This was the addition called the New Grant.

The Indians on the Neponset River having sold away all their lands there, and having proceeded to Punkapog and located, Rev. John Eliot, by letter dated 4th day, 4th month, 1657, applied to Major Atherton of Dorchester, to have that town make an order and record it in their town records, to allow the Indians to reside at Pun-

kapog, and make a town there, and that the town of Dorchester would appoint suitable men, who in due season should bound and lay out the land and make record of such laying out.

At a town meeting in Dorchester, Dec. 7, 1657, it was voted that the town give a plantation to the Indians at Punkapog, and also that Hon. Major Atherton, Lieut. Clapp, Ensign Foster, and William Sumner be desired and empowered to lay out the Indian Plantation at Punkapog, not exceeding six thousand acres; and that the Indians should not alienate or sell their plantation or any part of it.

By a statute, both of the Colony and Province, all sales and conveyances of lands procured by or from indians to any person or persons since 1633, without the license of the General Court, were null and void and of no effect.

This plantation was laid out according to the vote. From the plan thereof made by John Butcher, surveyor, in the year 1696,—it is described and bounded as follows, to wit:—

Beginning at a point on the Northerly side of Punkapog Pond, about 25 rods Southwesterly of the point where the dividing line between Canton and Randolph crosses the Pond, and thence running, what was in 1696, West eleven degrees North, 336 rods, bounding Northerly on land then of Capt. John Foster to the old road; then continuing the same course 200 rods until you come to Punkapog Brook; then continuing the same course 52 rods more, to the corner of land of John Holbrook; and during said last named 252 rods, bounding Northerly on lot No. 5, which belonged to Daniel Preston, Samuel Paul, David Jones, and a Mr. Proctor; then continuing the same course and bounding Northerly on land of John Holbrook, a distance of 47 rods, to a point within about 25 rods of Burnt Swamp, so called. This was the North side of the Punkapog Plantation, and was a straight line 635 rods, or about two miles long.

From the last named point then turn and run South, 28 degrees West, as it was in 1696, one mile, one quarter and sixty-two rods, as follows, viz, 36 rods on lands of John Holbrook; 125 rods on lot No 6, belonging to Thomas Andrews; and 301 rods on lot No. 7, belonging to Richard Baker; then turning South $4\frac{1}{2}$ degrees West 166 rods: thence South 34 degrees West 264 rods, to a point within about 48 rods of the stream on which stands the Stone Factory so called. This was the Westerly side of the Punkapog Plantation, and is about $2\frac{3}{4}$ miles in length.

Then turning and running, by the course of 1696, South $44\frac{1}{2}$ de-

grees East 72 rods to the stream on which stands the Stone Factory; thence up stream by the wasteway of the Stone Factory, the wasteway of the Revere Copper Works, and the wasteway of the Iron Works of Oliver Ames & Sons to the point on Washington Street where the natural stream crosses said street or road; thence up stream to the point where Beaver Brook flowing from the Shovel Works of Oliver Ames & Sons originally met Pequit Brook flowing down from what is now the Reservoir Pond; thence up stream up Pequit Brook, a distance of about 72 rods, and then East 20 degrees South, a distance of 800 rods to a point about 30 rods distant from the Range line between the 4th and 5th Ranges; which line of 800 rods, sometimes called the Dorchester line, crossed the road leading to Dorchester Swamp, (now in Stoughton,) now called Pleasant Street, and coincided some distance with one of the Southerly lines of what is now the Almshouse Farm of Canton, formerly owned and occupied by Roger Sherman, one of the signers of the Declaration of Independence; and which line of 800 rods was the Northerly bound of part of lot No. 31, belonging 175 years ago to widow Pelton, of lot No. 52 of 325 acres, belonging to Wm. Robinson and Samuel Robinson, and of lot No. 53, of 600 acres, belonging to Capt. Capen and John Capen, and of lot No. 54, of 73 acres, belonging to John Blake, and at its Easterly end was the Northerly head of the 5th range.

This was the Southerly side of the Punkapog Plantation, and measuring by a straight line from the Southwest corner to the Easterly corner the side overruns $3\frac{1}{2}$ miles in length by about 15 rods.

Then turning so as to make with the last named line an angle of about 82 degrees, it runs one mile and $\frac{5}{8}$ ths, crossing the York road a distance of about 50 rods; then turning Westerly about a right angle with the last named line, runs one mile and 66 rods on the Southerly side of Capt. Clapp's Farm. At the end of about one quarter of a mile from the said last named turn you come into the road leading through the Farms, so called, and cross the road. At the end of said one mile and 66 rods you turn so as to make an angle of about 115 degrees with the last line and then run one half a mile and ten rods to a station on the Northeasterly side of the road leading from the Farms to what is now Punkapog village, so called;—then turning 15 degrees more Easterly than the last named line and run 50 rods, thence turning 33 degrees more Easterly of North than the last named line, and run 125 rods to the margin of Punkapog Pond, at a

point about 15 rods Southerly of the ancient and natural mouth of the brook leading through Punkapoag village; and thence across the pond in a straight line, or by the shore of the pond, to the place of beginning.

This Punkapong line is delineated in the last County Map of Norfolk County, published in the year 1858, by Smith & Bumstead.

Charles Redman was the youngest son of Robert Redman, formerly of Dorchester, but who was a resident of Milton, at the date of his will, Dec. 30, 1678, which was probated January 31, 1679.

Robert Redman was appointed administrator on the estate of his father, Charles Redman, June 14, 1725.

The inventory of his estate bears date July 25, 1725.

The appraisers were Robert Pelton, Thomas Jordau, and John Shepard, and his estate is therein represented as follows, viz:—

	£	s.	d.
“ His cart and wheels and chains and plow,	3	2	0
and cattle £26, 1s. and swine £3,	29	1	0
and bedding and wearing cloths £12, and axes and tools 45 s.	15	5	0
and household stuff £4, 6 s. 4 d. and a servant lad £5, and for horse kind £8.	17	6	4
	<hr/> £64 14. 4”		

Which inventory was sworn to in Court, Aug. 30, 1725.

Thankful Redman, the first white person born in Dorchester South Precinct, viz, in the year 1700, married George Blackman in 1728, and died in 1783,—she was a daughter of Charles Redman.

In General Court, Friday, Dec. 27, 1723, Paul Dudley, Esq. of the Council, from the Committee on the affair of Puncapaug, made the following report, viz:—

“Pursuant to an order of the General Court at their session in June last appointing a Committee to repair to Puncapaug to inquire into the Nature and Condition of the Lands there Leased by the Indians to the English & to make Report of the Quantity and Quality of the Lands possessed by Each Person & under What Conditions &

Regulations it may be proper for this Court to Confirm the respective Leases, Having Equal Regard to the Indian Right & English Improvements: The said Committee have been at Puncapaug and upon their Inquiry find,

1st That the tract of Land at Puncapaug Called by the name of the Indian Land, Altho said to be Six thousand Acres. Amounts to no more than five Thousand five hundred Acres, there being an Ancient Grant of five hundred Acres to one Fenno w^{ch} must be Subducted out of it.

2^{dly} There may be About fifteen hundred Acres of Unimproved rough land, Which is Unoccupied by the English & not Leased by the Indians.

3^{dly} The other four thousand Acres (more or less) is What is or has been Leased by the Indians to the English & now under their Improvements, A schedule of the names of the Tenants of the quantity of their Lands, the purchase money they gave for it, together with the Annual Rent or Quit Rent is hereunto Annexed. Upon the Whole, that which the Committee have agreed on as proper in their opinion to represent & report to this Honb^{le} Court is as follows: 1st That the said leases be all of them made or Reduced to Ninety Nine Years from this time & for that Term of Years be Confirmed to the Tenants by this Court. 2^{dly} That the Quit Rent or Annuity, to be paid by the English to the Indians for their Lands, be one penny Per Acre per Annum & this to be Collected by & paid Unto Some proper Person or persons, Who shall be Appointed by the Court as Trustees for the Indians: The money from Time to Time to be Carefully applied for the use of the Indians.

3^{dly} The English Tenants their Heirs or Assigns at the Expiration of the said Term of Ninety Nine Years to be Allowed the Renewing their Respective Leases for Ninety Nine Years Longer upon the payment of three pence per Acre as a fine for the Use of the Indians, Unless they should turn their Leases into Freeholds by taking Absolute Deeds of the Indians, Which they Shall be Allowed to do at any Time or Times hereafter upon paying to the Trustee or Trustees to the Indians, Twenty Years Rent of such Land as they Hold & Enjoy by Vertue of Such Leases which Twenty Years Purchase Money shall also be Let out for the Annual Profits & Advantage of the Indians by their Trustees.

4^{thly} That the Indians be confirmed in their Privilege of fishing fowling and Hunting So as they Do no Damage to the English, & also

of Such Apple Trees or Orcharding (particularly Some Orcharding Claimed by Charles Redman in his Lease) as they have Expressly Saved or excepted In their Leases.

The Committee have also Annexed a memorial in Behalf of the English Tenants Which they have Rec^d. Since their being at Puncapaug.

Question,—Whether the meadows, Orchards & Old Fields & Clear Lands Hired of the Indians Should not pay a Greater Quit Rent than one penny per Acre.

In Council Read & Ordered, that the first second & fourth Article of this Report be Accepted, And that Nath^l Hubbard & John Quiney Esq^{rs} be Trustees for the Indians of Puncapaug: Sent Down for Concurrence—”

In General Court, Friday Dec^r 4, 1724.

A Petition of Joseph Tucker, Timothy Jones, Joseph Morse & Divers others the English Inhabitants of Puncapaug, Shewing that they Have held the Lands they now Dwell on by Leases from the Indian Proprietors, W^{ch} the Indians are willing to Sell Absolutely to the Petitioners, as by the said Indians Petition to this Court may appear, And therefore praying that the Court would give them Liberty to Purchase their Lands and Tenements they now dwell on of the said Indian Proprietors for such Valuable Consideration as was Reported by a Committee of this Court, or upon such other Terms as this Court shall Judge Reasonable.

In Council Read & Ordered that the Petitioners ; viz, the English Tenants or Lessees at Puncapaug have Liberty, And they are hereby Allowed to Buy out the Reversion of such Lands as they have upon Lease, or turn their Estates into a fee simple, by good Deeds of Release or Quit Claim from the Indian Proprietors of Puncapaug upon such Terms or upon Such Valuable Consideration, as a Committee to be appointed by this Court Shall judge Reasonable ; The Money raised by such Deeds of Confirmation to be received by the Committee in Order to be Applied for the Use of the Indians of Puncapaug in such manner as this Court shall Order.

Provided also that the said Committee approve the Respective Deeds of Confirmation from the Indians to the English and further,

Ordered that Nath^l Byfield & Paul Dudley Esq^{rs} with such as the Honb^l House of Representatives shall appoint be the Committee for the Affair Aforesaid—In the House of Representatives Read and Concur^d & Ordered that John Quincy & Jonathan Remington Es^{rs} & Mr. Ebenezer Stone be joined with the Committee for the Affair aforesaid.

Consented to, W^M DUMMER."

(C O P Y.)

D E E D.

AMOS AHAUTON & OTHERS

TO

ROBERT REDMAN.

THIS INDENTURE made the twenty second day of March in the twelfth year of the reign of our Sovereign Lord George, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. *annoq^{ue} Domini* one thousand seven hundred and twenty five, Between Amos Ahauton, Tho's Ahauton, Simon George, Hezekiah Squamoag, and George Hunter, all resident in Punkapoag, an Indian Plantation, within the township of Dorchester, in the County of Suffolk and Province of the Massachusetts Bay in New England, and the Native or Indian Proprietors of the lands within the said Indian Plantation, in behalf of themselves and the other Indians that are, or may be interested therein on the one part, and Robert Redman, Son of Charles Redman, late of Punkapaug afore^d. (or Dorchester village as it is sometimes called) yeoman, deceased, and late one of the English tenants or lessees of the said Indian lands, on the other part, Witnesseth that the said Amos Ahauton, Thomas Ahauton, Simon George, Hezekiah Squamoag, & George Hunter, (by and with the Allowance and approbation of the Honorable Nath^lByfield, Paul Dudley, Jonathan Remington, John Quincy, and Ebenezer Stone Esqⁱ (being a Committee appointed and Impowered by the Great & General Court or Assembly of the Province aforesaid, at their session at Boston in the year of our Lord 1724,) Signified by Subscribing their names hereunto) for and

In consideration of the sum of thirteen pounds sixteen shillings, in good bills of credit on the said province, well and truly paid by the said Robert Redman into the hands of the said Committee but in Trust to and for the only use and behoof of the Indian Proprietors aforesaid and to be accordingly employed for the benefit of the said Indian Proprietors pursuant to the Direction of the said Great & General Court Have given, granted, bargained and sold, and by these presents Do give, grant, bargain and sell, aliene release, confirm and quitclaim unto the said Robert Redman (in his possession now being) in behalf of himself and the rest of the heirs of the said Charles Redman Dec^d, *a certain tract or parcel of land situate in Punkapoag plantation in the Township of Dorchester aforesaid, and containing by estimation about One hundred & twenty two Acres more or less*—Reserving to the said Indian Proprietors the full privilege of their old Orchards upon any part of the premises as also five acres improved by the said Indians for planting *bounded upon the said pond which said land hereby granted is more particularly described, Decypherd in a small plan or draught hereto annexed*, Together with all and singular the Edifices, buildings, fences, profits, privileges, and appurtenances thereunto belonging or in any wise appertaining, and the reversion & reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to hold the above granted tract or parcel of land & premises with the appur^{ces} unto the said Robert Redman and the other heirs of the said Charles Redman dec^d their heirs and assigns forever, to their only sole and proper use, benefit, & behoof, from henceforth and forever more: Free and clear & clearly acquitted Exonerated and Discharged of and from all & all manner of incumbrances charges, rents, arrearages of rents Annual payments, or any other demand whatsoever for or by reason of the same. And the said Amos Ahauton, Thomas Ahauton, Simon George, Hezekiah Squamoag, and George Hunter do for themselves, their heirs and successors covenant, promise, grant, and agree to and with the said Robert Redman for himself, and the said Charles Redman's heirs and assigns, by these presents, that by virtue of the Order of the Great and General Court or Assembly of the Province aforesaid, they have full power and authority to grant, bargain, sell, convey, release & Quitclaim the said land & premises unto the said Charles Redman's Children, their heirs and assigns forever, in manner and form as aforesaid, and that they the said granters shall and will forever warrant and defend the same unto the said Robert Redman and the rest of the said Charles Redman's heirs against themselves

and their heirs and all other persons claiming from, by, or under them.

IN WITNESS WHEREOF the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

*Signed, sealed and delivered
in presence of us*

Sign.

AMOS *A* AHAUTON. [*seal.*]

JOSEPH MORSE,

THOMAS *P* AHAUTON. [*seal.*]

JAMES ENDICOTT.

SIMON *l* GEORGE. [*seal.*]

MEM. Part of the land hereby sold belongs to Robert Red- HEZEKIAH *l-l* SQUAMOAG. [*seal.*]
man, by virtue of a purchase from Ebenezer Warren, as may GEORGE *x* HUNTER, [*seal.*]
be seen by said Warren's deed or lease.

MEM. Three pounds was formerly paid.

We, the abovesaid Committee having received the above mentioned sum of thirteen pounds and sixteen shillings, for the use mentioned in the aforesaid deed, do allow and approve thereof.—Witness our hands this 22d day of March, 1725.

N. BYFIELD.

P. DUDLEY.

JONA. REMINGTON.

JOHN QUINCY.

EBENEZER STONE.

SUFFOLK ss. Boston, March 22, 1725. Amos Ahauton, Thomas Ahauton, Simon George, Hezekiah Squamoag and George Hunter, all personally appeared before me, the subscriber, one of His Majesty's Justices of the Peace for the County of Suffolk and acknowledge the above written instrument to be their free act and deed.

P. DUDLEY.

April 3. 1727. Rec'd & accordingly entered and Examined Pr
JOHN BALANTINE, REG'R.

N B.—Ebenezer Warren died at his residence, in what is now Punkapog village, early in 1731. Mrs. Elizabeth Farrington and Mrs. Thankful Bright, his daughters, and his grandsons, Benjamin Wetherby and Nath'l Wetherby, children of his deceased daughter, Sarah Wetherby of Dedham, sold his real estate to John McKendry in 1768.

died Mary

Robert Redman, (the elder) son of Charles Redman and who died Nov. 8. 1760, and whose widow Mary Redman is well remembered by Mr. Alexander Fisher of Canton, now (August 1, 1870, living in the 90th year of his age,) had children as follows, viz:

1. Robert, born———who died in childhood, Oct 6, 1731.
2. Sarah, born———who died in childhood, March 19, 1725.
3. John, born Sept. 20. 1730, who died unmarried, June 6, 1761.
4. Robert, born———who married Mary Dunbar, April 23, 1767 and died childless, his widow surviving him, in 1778.

5. Sarah, born August 10, 1732, who married Jonathan Kinney, and died before the date of her father's will, leaving two children, who had pecuniary legacies and were excluded by the will from shares in the real estate.

6. Martha Redman, born———married Nehemiah Liscom, Oct. 9, 1761, and she died childless so soon that Nehemiah Liscom married Rhoda Kinney, Sept. 10, 1763, and Martha's interest or estate in her father's lands descended to her mother and surviving brother Robert and sister's Jerusha and Mary unless she conveyed to Jerusha or Mary or both, her share under her father's will in the Redman farm, by an unrecorded deed.

7. Jerusha, born Jan. 31, 1735, married Seth Billings, who died August 7, 1766, and their children were Jerusha Billings, born Aug. 3, 1750, married Levi Taunt, Feb. 25, 1768.

Seth Billings, born May 30, 1756, died Aug. 2, 1769.

Robert Billings, born Dec. 29, 1759, married Olive Bussey, daughter of Col. Benjamin Bussey and sister of the late Benjamin Bussey Esq.

Zeruiah Billings, born Aug. 15, 1762, married Sam'l Gooch, Sept'r 1, 1787, and died Aug. 31, 1801.

Widow Jerusha Billings married Nathaniel Pitty, 1788.

8. Mary Redman, born———married Thomas Spurr, Jr., Aug. 15, 1744, and had ten children.

Zephaniah Spurr, born June 24, 1746 and died young.

Redman Spurr, born Sept. 24, 1747, married Rebecca, widow of George Stone, July 27, 1772, and about the year 1800, moved to Columbus, New York.

Jerusha Spurr, born Aug. 28, 1749.

Thomas Spurr, born June 15, 1751.

Lemuel Spurr, born Nov. 25, 1752.

Samuel Spurr, born Nov. 12, 1754, married Olive Spurr, Oct. 10, 1780.

John Spurr, born——1759, married Mercy Dunbar, (1783.) daughter of Elijah Dunbar, Esq., and moved to Charlton, Worcester County.

Sarah Spurr, born July 8, 1762.

Martha Spurr, born July 28, 1765.

Zephaniah Spurr, born May 3, 1768, (truckman in Boston)

Thomas Spurr, Jr. the father, died in January or February 1780, and Mary Spurr, his widow died a few days after him.

Robert Redman died Nov. 9, 1760,—his Will, proved Dec. 19, 1760 : —

“IN THE NAME OF GOD, AMEN. This 8th day of December, in the Thirty first year of his Majesty's Reign, A. D. 1757, I Robert Redman, of Stoughton, in y^e County of Suffolk and Province of y^e Massachusetts Bay in New England, Yeoman, being of perfect mind and memory, thanks be given to God therefor, and calling to mind y^e mortality of my body and that it is appointed for all men once to die, do make and ordain this my last will and testament, that is to say, principally and first of all I recommend my soul into y^e hands of God that gave it and my body to y^e Earth, to be buried in a Christian like and decent manner at y^e discretion of my Executors hereafter mentioned, nothing doubting but at y^e General Resurrection I shall receive it again by y^e mighty power of God; and as touching my worldly Estate I give and dispose of y^e same in the following manner and form, *Imprimis*, my Will is that all my Just debts and Funeral Charges be paid out of my estate by my Executors hereafter mentioned. *Item*, I give to my dear beloved Wife Mary Redman, y^e improvement of y^e One half of my real estate during her widowhood and after my just debts and funeral charges are paid I give her all my Personal Estate, to be at her disposal. *Item*, I give to my son, John Redman, five shillings, to be paid him by my Executors hereafter mentioned out of my Estate at my decease. *Item*, I give to my son Robert Redman, y^e one half of all my real Estate at my decease he doing and performing what is enjoined him in this my last will and I also give him y^e one half of my Pew in y^e Meeting House in the first Precinct in Stoughton and my Will is that the other half of said pew be and remain for y^e use of my family. *Item*, my will is that y^e half of my Real Estate which I have gave my Wife, y^e improvement of during her widowhood should be disposed of in y^e following manner and form, viz,—First of all my will is that my Daughter Martha Redman, have six pounds thirteen shillings and four

pence out of said half and then my Will is that my son John Redman, have two fifths of y^e remainder if he behaves well and dutifully to his mother during her life, if not, I give to my Wife Mary Redman, to be disposed of as she shall think proper to either or any of my Children.

Item. My Will is that y^e other three fifths of said half be divided between my three Daughters, *Mary Spurr*, *Jerusha Billings*, and *Martha Redman*, each of them to have one fifth. *Item*, I give to my grandson Jonathan Kinney y^e sum of six Pounds, thirteen shillings and four pence to be paid him by my son Rob^t Redman, if my said Grandson arrive to y^e age of twenty one years and not otherways. *Item*, I give to my grand Daughter Cloe Kinney, four pounds, to be paid her by my son Robert Redman, and also a good Cow if she arrive at the age of twenty one and not otherways.

Item, I make, ordain and appoint my dearly beloved wife, Mary Redman, and my trusty and much respected friend Mr. Samuel Davenport of Milton, to be y^e Executors of this my last Will and Testament, and utterly disallow, revoke and disannull all and every other former Testaments, Wills and legacies, Bequests and Executors, by me in any ways before this time named, willed and bequeathed, ratifying and confirming this and no other to be my last Will and Testament. In Witness whereof I have hereunto set my hand and seal the Day and year before written.

Signed, sealed, published and declared by y^e said Robert Redman, as his last will and testament, in presence of us, y^e subscribers, viz :

ROBERT REDMAN." [Seal.]

John Billing.
George Blackman.
Samuel Blackman.

Probated before Thomas Hutchinson, Judge of Probate, Boston, Dec'r 19, 1760.

INVENTORY OF ESTATE OF ROBERT REDMAN.

" 122 acres of land in the homestead, with the buildings thereon at £ 6 per acre. £ 732.

16 acres of woodland on the Easterly end of Punkapog Pond at 20 shillings per acre. £ 16.

24 acres of woodland over said pond at 18 s. per acre, 21. 12.

One pew in the meeting house £ 13. 6. 8."

The above real estate with considerable personal estate amounted to £ 865. 19. 10.

The executors of Robert Redman's will rendered their account in 1771 in which they recite that they had sold £ 49 in value of real estate to pay debts.

For the purpose of a history of the Redman Farm since the time when Robert Redman, sen'r died seized in 1760, we may divide the subject into four parts, viz: —

First, of the Sprague part of it; of which the two Doctors Sprague, father and son died seized and which on the partition of the real estate of the latter was set off to his daughter, Mrs. Swett, and by her sold to John Tucker, and by him (except the triangular acre South Westerly of Stoughton turnpike, sold to his son Robert Tucker,) conveyed to his son the late Capt. Wm. Tucker.

Second.—Of the Isaac Horton Estate.

Third.—Of Mr. Alex'r Fisher's Pond Pasture.

Fourth.—Of the Nath'l French estate.

First, then,—Of the Sprague part of said farm: —

1st Samuel Davenport, and Mary Redman executors of the will of Robert Redman, pursuant to license of the August Term 1770, of the Superior Court of Judicature held at Boston, by deed dated Dec'r 2, 1771, recorded Book 124, folio 176, in consideration of £ 40, conveyed to Doct'r John Sprague “a certain piece of land lying in said Stoughton, containing fifteen acres, being a part of the real estate of the said Robert Redman, deceased, being bounded with the road leading through Stoughton the breadth of one rod, or 26 links of Gunter's chain, and from thence the granted premises runs in said Sprague's line (keeping the aforesaid breadth of twenty five links) and running East, eleven and an half degrees North, according to the needle the distance of nine chains and seventy two links to a fence, at which place the Northerly line of said piece of one rod wide runs Northerly at right angles with said Sprague's line, so far as to complete the above quantity, and the Southerly line continues the same course above written the distance of twenty-five chains and ten links to a stake and stones; and from thence the line runs East 43 degrees South until it comes to the bogs by Punkapog Pond, and from thence the line varies Easterly and Northerly, running between said bogs and the trees or swampy land, and must proceed so far Northerly as that a straight line running parallel with the first mentioned line and intersecting the

line above said that makes a right angle with Sprague's line, shall complete the full quantity of fifteen acres of land above granted."

2nd. The will of John Redman, the other son of the first Robert Redman, probated Dec. 4, 1761, before Thomas Hutchinson, Judge of Probate, gave to his mother, "the Widow Mary Redman, all and singular the movables, cloathing and every thing of all sorts that is my estate at my decease, she paying my just debts and funeral charges, by her and her heirs to be possessed and forever enjoyed."

Subscribing witnesses,

John McKendry, Elijah Crane, John Kenny.

Robert Redman 2nd. His agreement of division with his mother :

3. This agreement made the twenty-third day of March, in the eighth year of his Majesties Reign Annoque Domini, one Thousand seven hundred and sixty eight, between Mary Redman of Stoughton, in the County of Suffolk and province of the Massachusetts Bay in New England, and the widow of Robert Redman of said Town and County, yeoman, deceased, of the one part, and her son Robert Redman of the same Town, County and Province aforesaid, yeoman, of the other part, Witnesseth that the said Robert Redman, dec'd, by his last Will and testament gave to his widow the improvement of one half of his real estate, and the other half he gave to his son Robert as by said last will may appear, which said Real estate lying in Stoughton aforesaid, containing about one hundred and eighteen acres more or less with the buildings thereon, is bounded Southerly with Punkapoag Brook, Easterly with Punkapoag Pond, Northerly with the lines of lands belonging to James Hawkes Lewis, Elihu Crane, Samuel Crowbridge and Elijah Crane, Westerly with the great road, and about sixteen acres of land, more or less, lying in Braintree near the aforesaid pond, both of said parcels of land have hitherto lain in common and undivided between the said parties, it is therefore the intent of these presents that a perpetual division and partition of the above mentioned premises and other real estate be made and established between them in the following manner, viz, that the said Mary Redman shall have the Northerly half part on which the dwelling house stands, and all the dwelling house and half the barn which is also on the same half part of land hereafter described, (reserving to the said Robert Redman or his legal representatives those parts of the dwelling house that he now occupies without control, and convenient room about the

house for laying wood and passing to and fro from the same to the barn and road for the term of two years from the above said date,) the aforesaid Northerly half part contains about fifty nine acres of land and the dividing line begins at a stake and stone East of the road and twenty rods to the Northward of the aforesaid brook, and from thence runs East eleven degrees and a half North (according to the needle,) the distance of about one hundred and forty one rods to a stake and stone heap, and from thence running East forty three degrees and a half South until it comes to the above said Punkapoag pond. All that part of the premises that lies to the Northward or North Eastward of the above dividing line is in full of the said widow Mary Redman's half part of the said real estate herein proposed to be divided, and the said Robert Redman, his heirs and assigns, shall have the remaining half part that lies to the Southward or South westward of the above dividing line, containing fifty nine acres of land, more or less, together with the abovesaid sixteen acres of land lying in Braintree, and the remaining half of the abovesaid barn in common with his mother, and convenient room about said half for cattle and for passing to and from the said barn with a cart or cattle at all times proper therefor, so long as said barn shall continue to be useful for preserving fodder and housing of cattle, but not to have any use of any of the lands for the aforesaid purposes after the said half part of the barn ceases to be useful as aforesaid ; all which is in full of the said Robert Redman's half part of the real estate herein proposed to be divided.—Now this Agreement Witnesseth for the confirmation of the aforesaid division, that we, the parties hereto, Mary Redman and Robert Redman, for ourselves, our heirs, Ex'ors, Adm'rs and assigns, do hereby Grant, assign, release, quit-claim, ratify and confirm, each unto the other, all the right, title and interest that we now have in or to the divided premises in which we are hereinbefore excluded, and do hereby covenant each with the other to warrant and defend each the other in the quiet possession of each of their parts and shares as above divided and set off to them against the lawful claims and demands of all persons whomsoever legally claiming any right, title or interest therein or thereto, from, by, or under us, hereafter forever. In witness whereof we, the said Mary Redman and Robert Redman, have hereunto set our hands and seals the day and year first above written : — Mary Redman her X mark and seal. Robert Redman and seal. Signed, Sealed and Delivered in the presence of Joseph Aspinwall, John

Billing. Suffolk ss. Stoughton, August y^e 19th, 1768. Then Mary Redman and Robert Redman above named personally appeared and acknowledged the foregoing Instrument to be their free act and Deed.

Before me, ELIJAH DUNBAR, Just. of y^e Peace.

September 15, 1768. Rec^d and accordingly Entre^d and Examined.

Ezek^l Goldthwaitt, Reg^r."

4. Robert Redman (his wife Mary joining,) by deed dated Sept. 25, 1769, in consideration of £ 266. s 13. d 4, recorded in Suffolk Registry of Deeds, Book 115, folio 210, conveyed to John Sprague of Boston, physician, "a certain piece or parcel of land lying in Stoughton aforesaid, containing fifty nine acres, be it more or less, being bounded Southerly on Punkapog Brook, Easterly on Punkapog Pond, North-erly on land of the widow Mary Redman and Westerly on the Great Road, with the dwelling house, barn and fences thereon standing;"

Robert Redman's (2nd.) will, witnesses John McKendry, Seth Strobridge, John Kinney, probated July 17, 1778, not material, as he sold and conveyed all his real estate before his decease.

5. Robert Billings, (his wife Olive joining,) he the son of Jerusha Redman, wife of Seth Billings, by deed dated March 31, 1789, recorded in Suffolk Registry, Book 164, folio 257, in consideration of £15, lawful money, conveyed to John Sprague,—

"One messuage, or tract of land, situate in Stoughton, containing eight acres and an half exactly, butted and bounded as follows, viz: beginning at a stake marked in the swamp on Doct. John Sprague's Northerly line, four rods East of Punkapog Pond bank, so called, thence running Westerly, bounded on said Sprague's land, so far as that by turning at right angles with said line to complete said eight acres and an half, thence turning Northerly a straight line to Archibald McKendry's land, to a stake and stones, then turning Easterly, bounding on said McKendry's land to a stake in the swamp four rods East of the pond bank aforesaid, thence Southerly to the stake first mentioned."

Note. We find no deed of conveyance to Robert Billings, but it was doubtless conveyed to him by his mother while the widow of Seth Billings or shortly after she married Nath'l Pittee, by a deed never recorded.

6. Nathaniel Pittee and Jerusha his wife, (formerly the widow of Seth Billings,) by deed dated April 27, 1789, recorded in Suffolk Registry, Book 166, folio 258—9, in consideration of thirty shillings, conveyed to John Sprague of Boston, physician:—

“ One messuage, or tract of swamp land, situate, lying and being in Stoughton aforesaid, containing by estimation four acres, be the same more or less, butted and bounded as follows, viz: beginning at a stake at the Easterly corner of a lot lately purchased by said Sprague of Robert Billings, thence Easterly a straight line bounding on said Sprague’s swamp, till it comes to a stake on Punkapog Pond bogs: thence turning Northerly to a stake on Archibald McKendry’s swamp, thence turning Northerly to a stake on Archibald McKendry’s swamp, thence Westerly bounding on said McKendry’s swamp, till it comes to a stake at the Northeast corner of the lot that said Sprague bought of Robert Billings aforesaid, thence running Southerly, bounding on said Sprague to the bounds first mentioned.”

7. Inventory of the estate of Doct’r John Sprague, returned 1797. Among his lands in Canton were,—

“ 4 acres purchased of Nathaniel Pettee,

59 acres purchased of Robert Redman,

8 acres and 2 quarters purchased of Robert Billings,

71—2, joining at \$ 24. per acre.

\$ 1716.”

8. Partition of Doct. John Sprague’s lands, confirmed in Probate Court, January 2, 1798; set off to his son, Doct. John Sprague,—

“ also 4 acres of land purchased of Nath’l Pettee.

59 acres with a house and barn thereon, purchased of Robert Redman.

8 acres and one half purchased of Robert Billings.

The three last mentioned pieces joining together, being 71 acres & $\frac{1}{2}$ we appraised at \$24. per acre.

\$ 1716.”

9. The Inventory of the estate of the 2nd. Doct. John Sprague, returned July 1, 1800, containing among other lands,—

“ 71 acres, 2 quarters, called the Redman farm and lots adjoining, \$ 24. per acre,

\$ 1716”

10. Partition of the lands of the 2nd. Doct. John Sprague, accepted in Probate Court, January 6, 1801,—

“To Elizabeth Swett, set off share number 7,” (there being 9 heirs.)

	acres.	qrs.
“Land purchased of Robert Redman,	59,	0, 0
Do. “ of Sam’l Davenport and Mary Redman,	15,	0, 0
Do. “ of Robert Billings,	8,	2, 0
Do. “ of Nath’l Pettee,	4,	0, 0
<hr/>		
joining together in Canton,	86,	2, 0
with an old house and barn thereon, by deeds by measure,	81 acres	
3 qrs. 36 rods.		\$ 1819”

11. Samuel Swett and Elizabeth Swett, his wife, (a daughter of the 2nd. Doct. John Sprague,) in her right, in consideration of \$2000, by deed dated April 1, 1803, acknowledged May 27, 1803, recorded Oct. 3, 1809, Norfolk Records of Deeds, Lib. 35, folio 46 and 47, conveyed to John Tucker:—

“A certain tract or parcel of land situated and being in the town of Canton, in the County of Norfolk, called the Redman Farm, containing by estimation about eighty six acres, and is butted and bounded as follows, viz: Westerly on the road leading from Boston to Taunton, Northerly on lands owned by heirs of Melatiah Gooch, Lemuel Whiting, Isaac Billings, heirs of Ezekiel Fisher and heirs of James Hawkes Lewis, till it strikes Punkapog pond, Easterly on said Punkapog Pond, Southerly on lands owned by Elijah Fenno, Jonathan Farrington and Punkapog brook till it comes to the sawmill dam, thence on land of said Jonathan Farrington and said Punkapog brook till it comes to Taunton road aforesaid, together with a small old house, barn, and on fourth part of the sawmill with all privileges and appurtenances thereto belonging; containing as aforesaid by estimation about eighty six acres, be the same more or less, or however the same may be butted or bounded, which farm or tract of land aforesaid was set off to the said Elizabeth on a division among the heirs of her father John Sprague, late of Dedham, deceased, as will more fully appear in the book of the Registry of Probate for the County of Norfolk there recorded the sixth day of January one thousand eight hundred and one.”

12. John Tucker by deed dated June 3, 1823, recorded Book 70, folio 9, conveyed to his son William Tucker in consideration of \$4000.;

“ A certain tract or parcel of land with a dwelling house, barn and out Buildings thereon, situated in Canton aforesaid, contains as estimated eighty acres, more or less, bounded as follows, viz: Northerly in part on the line of Isaac Horton’s land as the fence now stands, and partly on the line of Alexander Fisher’s land as the fence now stands, and partly on the line of land of heirs of the late James H. Lewis and over the bogs to Punkapoag pond; Easterly on said pond extending so far Southerly as to strike Punkapog Brook, Southerly on said Brook leading from said pond to French and Tucker’s Grist and Saw mill till it comes to the dam, and so on following the old brook till it comes to Stoughton turnpike road, thence turning and running Northerly in part on said turnpike road and partly on the old road till it strikes said Isaac Horton’s corner.”

13 By deed dated Sept’r 10, 1869, recorded Lib. 384, folio 214, the three daughters and heirs of Capt. Wm. Tucker, viz; Sarah F. McKendry, wife of J. Howard McKendry, Caroline T. McKendry, wife of William McKendry Jr, and Almira T. Wyman, wife of George H. Wyman, (the widow of Capt. Wm. Tucker, joining) in consideration of \$18000. conveyed to Henry L. Pierce, besides some out lands.

“ The homestead farm of the late William Tucker, deceased, situate in that part of said Canton called Punkapog and bounded Easterly by the Punkapog Pond; Southerly by the Punkapoag Brook; West-erly by the highway, which was formerly the Stoughton turnpike and Northerly by land of the heirs of the late Isaac Horton, deceased, and land of Alexander Fisher, till it comes to a corner of the lands of Isaac Horton, lands of Nathaniel French, lands of Alexander Fisher, and of the granted premises; thence running Easterly along a wall on the line of Alexander Fisher’s land, thirteen chains to a slight angle in the wall; thence by said wall in part, and in part by the remains of an old fence, and for the residue of the distance without either wall or fence, South 85° East, twenty five chains and ninety two links, all the way on the line of land of Alexander Fisher, to a stake in the Gerald Ditch, so called, which is a corner of land of Alexander Fisher, of Mrs Rebecca Hanscom, wife of Thomas Hanscom and of the granted premises; thence by the centre of the said Gerald Ditch, S. 2¼° W. to the Punkapoag Pond.”

John Tucker, in consideration of \$100. by deed dated May 20, 1822, recorded Lib. 66, folio 258, conveyed to his son, Robert Tucker,—

“A certain piece or lot of land, situated in said Canton, contains, as estimated, one acre, be the same more or less, and is bounded in manner following, that is to say, Northwesterly on Taunton road, so called, Easterly on Stoughton Turnpike road, and Southwesterly on Punkapog Brook, till it comes to Taunton road aforesaid; —

And this same land now granted and sold was heretofore a part of my homestead farm, but was intersected and cut off therefrom by building the aforesaid Stoughton Turnpike road.”

How Jerusha, (one of the three surviving daughters named in the will of her father, Robert Redman the elder, thereby taking one fifth of one half of all his real estate, after the death of her mother.) the wife of Seth Billings, and who after Billings' death married Nathaniel Pittee, came to own not only the four acres she sold to Dr. Sprague, 27 April, 1789, and the eight and a half acres she must have conveyed to her son, Robert Billings, who sold the same to Dr. Sprague, March 31, 1789, but also the homestead estate of the late Isaac Horton, we cannot fully explain by record, but conveyances of all the same under her have ever since been acquiesced in without controversy.

Second.—Of the estate of the late Isaac Horton:—

1. Nath'l Pittee and Jerusha Pettee, wife of said Nath'l, for £5 lawful money, conveyed unto her daughter, Zeruiah Gooch, wife of Samuel Gooch, by deed dated April 10, 1795, recorded in Norfolk Registry of Deeds, Lib. 5, folio 184,—

“A certain spot of land for a house lot, lying in said Stoughton, and bounded as follows, viz: being on the Southeasterly side of the Country Road leading from Boston to Taunton, and is bounded on said road, beginning on said road at Doct. Sprague's corner, thence running as the fence now stands on said road Northwesterly two rods and eight feet, thence an Easterly course a straight line four rods and eight feet to a stake and stones, bounding Northwesterly on land of said Nathaniel and Jerusha. Thence turning and running a straight line, Southerly two rods and eight feet, striking the fence of said Doct'r Sprague's at his land, thence Westerly as the fence now stands till it comes to the bounds first mentioned. — And also, we, the said Nathaniel and Jerusha, do by these presents grant, sell,

convey and confirm unto her, the said Zeruiah Gooch, her heirs and assigns forever, the privilege and indulgence of going to and from the well, that we, the said Nath'l and Jerusha do now improve, in order that water may be had therefrom for the use of said Zeruiah and heirs as aforesaid, and the said Zeruiah and heirs are laid under the injunction of pursuing the nearest course possible from the house now building on the above described spot of land to the path leading from the before mentioned road to said Nath'l and Jerusha's house and so on in their path to said well and at all times to return in the like manner."

2. Samuel Gooch and Zeruiah Gooch, his wife, mortgage, by deed dated 29 April, 1795, recorded in Norfolk Registry, Lib. 3, folio 247, to Ezekiel Fisher: —

"A certain tract or lot of land, being in Stoughton, in the County of Norfolk, a quarter of an acre, be the same more or less, bounded as follows: Westerly on the Country road leading from Taunton to Boston, and being two rods and eight feet on said road, then turning Easterly with a straight line four rods and eight feet, then turning Southerly with a square corner two rods and eight feet to the land of Dr. John Sprague, then running Westerly on said Sprague's land till it comes to the road first mentioned with a house thereon standing. Provided, Nevertheless, if the said Samuel Gooch or Zeruiah Gooch, their heirs, executors, or administrators, pay to the said Ezekiel Fisher, his heirs, executors, or administrators, or assigns, the sum of ten pounds, lawful money, of said Massachusetts, on or before the first day of May, which will be in the year of our Lord, one thousand seven hundred and ninety-six, then this Deed, also a note of hand bearing even date with these presents, given by the said Samuel and Zeruiah Gooch to the said Ezekiel Fisher, conditioned to pay the same sum and interest at the time aforesaid, then both to be void and of no effect, otherwise shall remain in full force."

3. "KNOW ALL MEN BY THESE PRESENTS That I, Samuel Gooch, together with Zeruiah Gooch, my wife, who is deceased, did, on the twenty-ninth day of April, A. D., 1795, make and execute unto Ezekiel Fisher of Canton, a Mortgage Deed of a small piece of land and house thereon, and whereas, by reason of sickness, together with the expense of a large family, no part of said mortgage is paid, the principal thereof being originally thirty-three dollars and one-third of a

dollar, which is now due with Int. thereon, and whereas said Ezekiel Fisher has assigned and transferred this same mortgage over to Lem'l Whiting of said Canton, Gent., this same mortgage contains about one fourth of an acre of land with a small house thereon, being in Canton aforesaid, particulars thereof may appear by said mortgage.

Now I, the said Sam'l Gooch, do hereby give unto said Ezekiel Fisher, full possession of said premises, mortgaged as aforesaid, he to occupy, possess, improve and enjoy the same by virtue of said mortgage, free from molestation, disturbance or hindrance of any kind, made or offered by said Samuel. In witness whereof I have hereunto set my hand and seal this 31st August, A. D., 1801.

Attest, JOSEPH BEMIS,
NATHAN CRANE.

SAMUEL GOOCH, [Seal.]

4. In the year 1807 partition was made of the real estate of Ezekiel Fisher who died in 1802, and among the lots of land of which appraisal was first made preliminary to the partition, was, —

“About one-fourth of an acre of land lying in said Canton, with an old, small building thereon, bounded Westerly on Taunton road, and every other way conformable to the description of these same premises as mentioned in a mortgage deed, made and executed unto the said deceased by Samuel Gooch and Zeruah Gooch, his wife, reference to said deed being had,—and said deceased became legally possessed of the aforesaid premises, by virtue of said mortgage.”

The commissioners to make partition, assigned the whole of said real estate to Alexander Fisher, one of the nine heirs, said heirs and the guardians of those who were minors assenting thereto, said Alex'r paying the eight others money to the value of their shares.

5. Alexander Fisher, by deed dated 23 Feb., 1809, recorded Book 33, folio 125, conveyed to Lemuel Whiting:—

“All my right, title and interest, which I now have, or ever heretofore had, in and to a certain small piece of land, lying in said Canton, containing about one-fourth of an acre, more or less, with a small building thereon, improved by said Whiting, as a Retailer's Shop, a particular description of the aforesaid premises may appear by a mortgage deed, made and executed by Sam'l Gooch and Zeri-

diah Gooch, his wife, unto the late Ezekiel Fisher of said Canton, dec'd, the same bearing date the twenty-ninth day of April, A. D. 1795, and is recorded with the Register of Deeds for Norfolk County, Lib. 3, Folio 247. And possession of said premises was given unto the said Ezekiel Fisher, dec'd, as aforesaid, by the said Samuel Gooch, as per instrument under his hand and seal, bearing date the 31 day of August, A. D., 1801, will appear. And these same premises being appraised as the estate of the said Ezekiel Fisher, dec'd, as aforesaid, and were assigned to me the said Alexander, being one of the heirs of said deceased's Estate, as per appraisement and division of said deceased's Estate, presented to Probate for Norfolk County, and accepted March 3, 1807, will appear."

6. Nath'l Pittee and Jerusha his wife, "*in her right*," (£26, 10s,) by deed dated 3 March, 1794, recorded Lib. 5, folio 237, convey to Samuel Canterbury,

"a certain piece of land lying in said Stoughton, containing four acres and one-quarter by measure, bounding Northeasterly on Doctor John Sprague's land next to Punkepoge Pond, Northwesterly on Capt. Isaac Billings' land, Southeasterly on the said Doctor John Sprague's land, and to extend so far from the Northeasterly end, (viz,) from the end next to the pond, down towards said Pittee's, house as to make up the same four acres and a quarter, being eight of Gunter's chains and eighty six links long on the line of said Isaac Billing's land, and eight of Gunter's chains and eighty six links long on the Southerly side."

7 Samuel Canterbury, \$130, by deed dated 4th August, 1807, recorded Book 29, folio 48, conveyed to Lemuel Whiting :

"A certain piece or parcel, laying and being in Canton, containing four acres and one quarter by measure, bounded as follows, viz: Northeasterly on land of Capt. John Tucker, Northwesterly on land of Capt. Isaac Billing, Southeasterly on said Lemuel Whiting's land, Southeasterly on land of said John Tucker, or however otherways bounded or reputed to be bounded, subject to the incumbrance of a mortgage held by Oliver Downs of the same premises, conditioned to pay the sum of fifty dollars."

8. Nathaniel Pettee and Jerusha Pettee, his wife, in consideration of \$475. by deed dated 29 Oct. 1800, recorded Lib. 21, folio 82, conveyed to Lemuel Whiting: —

“A certain piece of upland, with a small house thereon, and a shelter to keep one cow from the weather, lying in Canton, containing by estimation four acres and thirty-seven rods, be the same more or less, and is bounded as follows, viz: — Southerly, on land of the heirs of Dr. John Sprague, Easterly on land of Samuel Canterbury, Southerly on land of Capt. Isaac Billing, and Westerly on the highway and on land of Samuel Gooch, or however otherwise bounded.”

9. Lemuel Whiting, for \$900. by deed dated June 30, 1812, recorded Book 41, folio 247, conveyed to Isaac Horton: —

“A certain tract or parcel of land lying and being in Canton aforesaid, with all the buildings standing thereon, and these same premises contain eight acres, two quarters and nine rods, be the same more or less, and is bounded as follows, viz: beginning at a corner at land of Capt. John Tucker, on Taunton road, thence running a Northeasterly and Northwesterly course as the fence now stands, bounding Southerly and Northerly all the way on lands of said John Tucker, till it comes to a corner of Alexander Fisher's land, thence bounding Northeasterly on said Fisher's land till it comes to the grantor's own land, thence running a Southwesterly course, as the fence now stands, till it comes to said Taunton road, bounding all the way on the grantor's land which he bought of Capt. Isaac Billings, till it comes to said Taunton road, thence running Southerly on said Taunton road till it strikes said Tucker's corner first mentioned, or however otherwise bounded or reputed to be bounded, they being the same premises which I bought at three several purchases, viz: in part of Nathaniel Pettee and Jerusha his wife, in part of Samuel Canterbury and partly of Alexander Fisher.”

10. Wm. Horton, Isaac Horton, Elisha Horton and Mary H. Tucker, widow, heirs of the late Isaac Horton, by deed dated November 1, 1869, and recorded Lib. 386, folio 161, in consideration of \$3400. conveyed to Henry L. Pierce:

“A certain parcel of land with the buildings thereon, situate in Canton aforesaid, containing eight acres and forty two rods, more or

less, and bounded, beginning at a corner on the Taunton road, by a corner of land of the grantee, and running thence North 79 1-4 °, East thirty eight rods and fourteen links, thence North 11 1-2 ° West, eight rods; thence North 79 3-4 ° East fifty eight rods and twelve links, thence North 7 °, West nineteen rods and twelve links to land of Nathaniel French — all said courses by the land of the grantee, thence South 78½ ° West, 38 rods and 11 links, thence South 59 1-4 °, West, ten rods and four links, thence South, 47 °, West, thirteen rods and seventeen links, thence South, 52 3-4 °, West, fourteen rods and twenty links, thence South, 50 1-4 °, West, seven rods and fifteen links, thence South, 33 3-4 °, West, one rod and twenty-one links, thence South, 72 1-2 °, West, fifteen rods and eleven links to Taunton road — all said courses by land of Nathaniel French: thence Southerly on Taunton road three rods and fifteen links to the point of beginning — being the same parcel of land conveyed by Lemuel Whiting to Isaac Horton, by deed dated June 30, 1812, and recorded with Norfolk Deeds, Lib. 41, folio 247; said estate descended to us, the grantors, as heirs at law of the said Isaac Horton, named in the said deed, now deceased.”

How Mary Redman, the wife of Thomas Spurr, jr., one of the three surviving daughters named in the will of her father, the elder Robert Redman, thereby taking one-fifth of one half of his real estate, after the death of her mother, who survived her several years, came to own Alexander Fisher's Pond Pasture and the Nathaniel French estate, we cannot now fully explain by record — but it was inventoried under oath as her estate.

(1.) The Inventory of the estate of Mary Spurr, widow, returned March 17, 1780.

“To piece of land containing 22 acres with part of a house thereon £1200.” appraised by

JAMES ENDICOTT.

WM. WHEELER.

NATH'L FISHER.

Redman Spurr her eldest surviving son was the administrator on her estate.

Then again see Probate Records, Boston, Vol. 82, folio 353, the real estate of said Mary Redman, was appraised for settlement pursuant to warrant of the Judge of Probate directed to

JAMES HAWKES LEWIS.

ADAM BLACKMAN.

NATH'L FISHER.

and they find it to be "mowing, orcharding, pasture and swamp, *not capable of division*," and that the value of it is £6. s15. d8. *silver* money, per acre and containing 21 acres, and all appraised at the sum of £142. s9. lawful money.

(N. B. *By lawful money is meant \$3.33 $\frac{1}{3}$ to a pound.*)

(2.) Redman Spurr, the eldest son of widow Mary Spurr, was entitled, by the statutes of descent then in force, to a double portion — and though the estate was returned incapable of division, there is no record showing that it was all set off to him, nor are there upon record deeds or any deed to him of their shares from his brothers and sisters or either of them — but conveyances of the whole through Redman Spurr have been ever since acquiesced in without controversy. — And in the deed of Archibald McKendry to Isaac Billings, dated April 11, 1789, recorded Norfolk Records of Deeds, Book 33, folio 49 and 50, of the Nath'l French estate, is this recital, "it being *a part* of the land I bought of Redman Spurr some time since"; and in the deed of the Easterly portion of the Pond Pasture by said McKendry to Ezekiel Fisher, dated April 2, 1790, and proved and recorded July 6, 1870, said Redman Spurr, is a subscribing witness.

(3.) There must have been a deed by Redman Spurr to Archibald McKendry who died in the year 1806, of Fisher's Pond Pasture and of the Nath'l French estate, but no such deed was recorded in Suffolk County Records of Deeds, nor in Norfolk County Records of Deeds; and John and William, sons of Archibald McKendry, have searched but cannot find the original deed. —

Third. Of Fisher's Pond Pasture.

(4.) Archibald McKendry by deed dated June 26, 1788, recorded

Book 10, folio 82, for £28, s12 and d4, conveyed to Ezekiel Fisher, Jr. :—

“A certain tract or parcel of land lying in said Stoughton, containing eight acres and twenty-nine rods of land, by measure, bounding Southerly on land that belongs to the widow Jerusha Billings or her son Robert Billings, Northerly on land of Seth Strobbridge's, Easterly and Westerly on the remainder of the said McKendry's land, also said Fisher is to have a leading way, road or lane provided by said McKendry, from the Westerly end of the above granted land, next to land that belongs unto the heirs of Elijah Crane, deceased, to the Country road, so as to drive a team with a cart and other necessary uses, to pass and repass to and from the same, said Fisher his heirs and assigns, to shut proper gates and put up bars proper for securing the land, and said McKendry to make and maintain suitable gates or bars for the same, also said McKendry reserves a right for himself, his heirs and assigns, to pass and repass acrost the above described land sold by him to said Fisher, unto his land at the Easterly end of the same, by a leading way, or to pass or repass with a team, he to shut gates or put up bars necessary to secure the land, which gates and bars are to be provided by said Fisher ; also said McKendry is to dig a suitable Ditch acrost his land at the Easterly end of the above granted piece of land, so that the water may run to the Eastermost point of the above granted land ; and said Fisher is to have free liberty to turn the water that runs in a Ditch between Mr. Lewis' and said McKendry's land in said Ditch, so as to bring the water into the Eastermost point of said Fisher's land to water his cattle, &c. in the best manner he can, all which bounds of the same land may more fully appear by a plan of the same granted land drawn by Abner Crane, which is hereunto annexed.”

(5.) Archibald McKendry, by deed dated April 2, 1790, witnessed by Redman Spurr, and proved in Probate Court and recorded July 6, 1870, conveyed to Ezekiel Fisher, Jr., “a certain piece of land lying in said Stoughton, containing by estimation six acres, be the same more or less, bounded as followeth, viz : Beginning at the Northeast corner of said Ezekiel Fisher's land, he lately bought of said McKendry before, and running Easterly, bounding Northerly on Seth Strowbridge's land, then running Northerly bounding on said Strowbridge's land on the Pond Bank, so called, until it comes to land of James Hawkes Lewis ; then running Easterly on an old ditch

to a crotched tree and bounding on said Lewis' land, still on Easterly to a stake and bounding on the Pond Bogs, then running Westerly bounding on Doct. John Sprague's land until it comes to said Fisher's land, then it bounds Westerly on said Fisher's land till it comes to the bounds first mentioned—to be computed as the fence and bounds now stand—being all said McKendry's land Easterly of said Fisher's."


(6.) In 1807 partition was made as before stated of Ezekiel Fisher's real estate among his heirs, and the whole set to his son, Alexander Fisher, and among the lots set out in the return on the warrant was:—

"The Pond pasture so called, containing 14 acres, 0 qrs., 29 rods, was purchased by said deceased of Archibald McKendry, at two separate purchases, is bounded Northerly on lands of heirs of James H. Lewis, deceased, Westerly on lands of Seth Strobridge, Southeasterly on lands of John Tucker, and Easterly on lands of said James H. Lewis."

(7.) Alexander Fisher, by deed dated 20th June, 1870, recorded Sept. 8th, 1870, in consideration of \$700. conveyed to Henry L. Pierce "a certain tract of land, situate in Canton aforesaid, being a part of the Redman farm, anciently so called, and supposed to contain fourteen acres and twenty-nine rods, sometimes called the Pond Pasture, and bounded Easterly by land of said Henry L. Pierce, purchased by him of the heirs of the late Capt. William Tucker, Southerly in part by the homestead of Nathaniel French and in part by land of said Pierce, purchased by him of the heirs of the late Isaac Horton, Northerly by the Puffer Ditch, sometimes called the Gerald Ditch, where the bogs or boggy part of the conveyed premises is supposed to come to, or terminate in an angle, where one long stake deep in ground and pointed at the bottom, old at the top apparently and new as in the bog, is in the Westerly bank of the said Puffer Ditch, and another stake is near by in the middle of the ditch; Northerly by the bog or cranberry meadow of Mrs. Rebecca Hanscom, and by the Northerly boundary line as described as the Northerly boundary lines in two deeds from Archibald McKendry to my father Ezekiel Fisher; the first of which deeds is dated June 26, 1788, and recorded in the Norfolk Registry of deeds, Lib. 10, folio 82; the second of which deeds is dated April 2, 1790, and as yet is unrecorded—meaning to convey hereby the same premises conveyed by said McKendry to my father by the aforesaid deeds, and the bogs thereto belonging and nothing more; referring to said deeds."

Fourthly. Of the Nath'l French estate, of which, with Mr. Fisher's Pond Pasture, Mary Spurr, widow, died seized in 1780, and which all became the property of Redman Spurr, who conveyed to Archibald McKendry.

(1.) Archibald McKendry, by deed dated April 11, 1789, recorded Book 33, folio 49 and 50, conveyed to Isaac Billings :—

“ A certain tract of land, being in said Stoughton, and contains by estimation ten acres, be the same more or less, bounded as follows, viz : beginning at a stake at the North side of the bars on the Country road leading from Boston to Taunton, thence running Northeasterly a straight line and bounding on Jerusha Petty's land, till it comes to a stake at the edge of the bank by the old , thence running Southeasterly to a stake near the old well, thence Northerly into the front door and through the middle of the chimney of the old house to a stake at the Northerly side of said house, thence Northeasterly bounding on said Jerusha Petty's land till it comes to a stake at the corner of land that I lately sold to Ezekiel Fisher, Jr., thence Northwesterly, as the fence now stands, till it comes to Seth Strobridge's land, thence a Westerly course bounding on land of Seth Strobridge and the widow Sarah Crane till it come to the Country road, thence Southeasterly on the country road till it comes to the bounds first mentioned, together with the Westerly end of the old house standing on the same,—*it being a part of the land I bought of Redman Spurr, some time since*,—reserving for myself and Ezekiel Fisher, Jr., our heirs and assigns, a bridle or leading way to drive cattle and to go with a team and cart from the Country road through the afore granted premises, on the Northerly side of the same, till entrance is obtained in Ezekiel Fisher Jr's land, and to return at all times as occasion may require ; the aforementioned Isaac Billings to furnish and procure at his own cost bars or gates that may be needful to secure the premises, especially on the pass-way reserved, and the said McKendry and others, entitled to the pass-way by the above reserve are to put up bars and shut gates at all times when the said pass-way is made use of.”

(2.) Isaac Billings, by deed dated April 6, 1810, for \$550., recorded Book 34, folio 257, conveyed to Lemuel Whiting :—

“ A certain lot or parcel of land lying and being in Canton aforesaid, containing by estimation ten acres, be the same more or less, bounded as follows, viz : beginning at a stake on Taunton road, at the corner of land recently sold by said Lemuel Whiting to Amos

Upham Jr., and John Tucker Jr., thence running Northeasterly a varying line and on the line of land of said Tucker and Upham till it comes to Alexander Fisher's pasture, thence running Northwesterly about twenty rods and on the line of land of said Alexander, as the fence now stands, till it strikes the land of Seth Strobridge, thence turning and running a Southwesterly course as the fence now stands, bounding Northwesterly in part on lands of Seth Strobridge, as also on lands of Sarah Crane, till it comes to said Taunton road, thence Southeasterly on said Taunton road to the bounds first mentioned, reserving however, for use of the heirs of the late Ezekiel Fisher and their assigns, a privilege of passing and repassing at all times, to and from the pasture of said Alexander, they at all times putting up bars, shutting gates, &c. Also reserving for use of Samuel Canterbury and his heirs, a certain dwelling house standing on said premises, sold as aforesaid, which house is not to be considered as sold to said Whiting, but is reserved for said Canterbury, he, the said Canterbury and Whiting to make such bargains as they please respecting said house."

(3.) Lemuel Whiting, by deed dated Nov. 27, 1813, recorded Nov. 28, 1813, Liber 45, folio 98, conveyed to Nathaniel French, 2d., in consideration of \$1100:—

"A certain lot or parcel of land, lying and being in Canton aforesaid, containing by estimation, ten acres, more or less, and is bounded as follows, viz: beginning at a stake on Taunton road, at the corner of land recently sold to Isaac Horton, thence running Northeasterly a varying line and on the line of land of said Horton, till it comes to Alexander Fisher's pasture, thence running Northwesterly about twenty rods and on the line of land of said Alexander, as the fence now stands, till it strikes the land of Seth Strobridge: thence turning and running a Southwesterly course, as the fence now stands, bounding Northwesterly in part on lands of said Seth Strobridge, as also on lands of Sarah Crane, till it comes to said Taunton road,—thence Southeasterly on said Taunton road to the bounds first mentioned.—Reserving forever for use of heirs of the late Ezekiel Fisher, deceased, and their heirs and assigns, a privilege of passing and repassing at all times to and from the pasture of said Alexander, they at all times putting up bars and shutting gates which they may have occasion to pass, &c.—And also is included in said sale a dwelling house standing on said premises, as also all other buildings thereon standing."

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